IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

LEAPER FOOTWEAR, LLC	§	
	§	
Plaintiff,	§	
	§	
vs.	§	Case No. 2-11-CV-00470-DAK
	§	
ADIDAS AMERICA, INC.	§	
	§	
Defendants.	§	

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff Leaper Footwear, LLC ("Leaper") and defendant adidas America, Inc. ("adidas") stipulate that they have reached final agreement on settlement of the claims and counterclaims made in this action and, based upon the agreement, consent and approval of the parties, Leaper and adidas, through their respective attorneys, further stipulate as follows:

1.   This Court has personal jurisdiction over Leaper and adidas, and over the subject matter of this action.

2.   Each claim made and that could have been made by Leaper against adidas, and each counterclaim made and that could have been made by adidas against Leaper, in this action is hereby dismissed with prejudice on the basis of the settlement reached, pursuant to Fed. R. Civ. P. 41.

3.   Each party shall bear its own costs and attorneys' fees.

4.   The Court shall retain jurisdiction over this matter to insure that the terms and conditions of the parties' settlement agreement are honored and enforced.

AGREED TO AND ACCEPTED BY:

/s/ James B. Belshe
James B. Belshe
JBELSHE@KMCLAW.COM
KIRTON MCCONKIE
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111
Telephone: (801) 328-3600

Counsel for Leaper Footwear, LLC

/s/ Geoffrey Gavin
Geoffrey Gavin
GGAVIN@KILPATRICKTOWNSEND.COM
KILPATRICK TOWNSEND & STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309-4528

Counsel for Adidas America, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served this 24th day of February, 2012, with a copy of this document via the Court's CM/ECF system. Any other counsel of record will be served by, electronic mail, facsimile transmission and/or first class mail on this same date.

/s/ Heather Bartlett_____